

8/30/11 10:28:19
DK T BK 3,336 PG 238
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020
Sean A. Southern Bar# 103043

Return To:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020

SUBSTITUTION OF TRUSTEE

Lot 58, Chickasaw Heights S/D, Section 23, T1S, R7W, Plat Book 90, Pages 29-31, DeSoto Co., MS.

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Grantor:
Arch Bay Holdings, LLC, Series 2010B
2309 Oliver Road
Monroe LA 71201
318-330-9020

Grantee:
Sean A. Southern
2309 Oliver Road
Monroe LA 71201
318-330-9020

WHEREAS, on the 4th day of December, 2006 and acknowledged on the 4th day of December, 2006, Jason K. Wright aka J. K. Wright and Melanie R. Wright executed a Deed of Trust to Lem Adams III, Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc., as nominee for WMC Mortgage Corp. beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Deed of Trust Record at Book 2,623 at Page ~~2~~ and

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WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Sean A. Southern, as Trustee, the said Sean A. Southern, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee(s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 28th day of July, 2011.

Arch Bay Holdings, LLC, Series 2010B

BY: 
Douglas Greer
Attorney in Fact

F10-2534

kpa

STATE OF **Florida**
COUNTY OF **Hillsborough**

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **Douglas Greer** known personally to me to be or satisfactorily proved to me to be the Attorney in Fact for the within named Arch Bay Holdings, LLC, Series 2010B and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 28th day of July, 2011

NOTARY PUBLIC

Gar Kirkland

MY COMMISSION EXPIRES:
GARO KIRKLAND
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE052443
Expires 1/4/2015



LIMITED POWER OF ATTORNEY

Return to:
 Quantum Servicing Corporation
 Attention: Glenn Brooks
 6302 E. Martin Luther King Blvd. #300
 Tampa, FL 33619

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Arch Bay Holdings, LLC – Series 2010B (the "Company"), having its principal place of business at 3121 Michelson Drive, #200 Irvine CA 92612, hereby constitutes and appoints Quantum Servicing Corporation, 2 Corporate Drive, Shelton, CT 06484 ("QUANTUM"), by and through its officers and designated employees, its true and lawful Attorney-In-Fact, in its name, place and stead and for its benefit, in connection with mortgage loans serviced by QUANTUM on behalf of Company pursuant to that certain Servicing Agreement dated as of June 1, 2010 between QUANTUM and Company (the "Servicing Agreement") for the purpose of performing all acts and executing all documents in the name of Company necessary and incidental to the servicing of said loans, in each instance subject to and in accordance with the terms of the Servicing Agreement, including but not limited to:

- (1) Foreclosing delinquent loans or discontinuing such foreclosure proceedings, including, but not limited to, the execution of notices of default, notices of sale, assignments of bids, and assignments of deficiency judgments, and appearing in the prosecuting bankruptcy proceedings;
- (2) Selling, transferring or otherwise disposing of real property acquired through foreclosure or otherwise, including, but not limited to, executing all contracts, agreements, deeds, assignments or other instruments necessary to effect such sale, transfer or disposition, and receiving proceeds and endorsing checks made payable to the order of the Company for such proceedings;
- (3) Preparing, executing, and delivering satisfactions, cancellations, discharges, list note instruments, or full or partial release of lien, subordination agreements, modification agreements, assumption agreements, substitutions of trustees under deeds of trust, and UCC-3 Continuation Statements;
- (4) Endorsing promissory notes and executing assignments of mortgages, deeds of trust, deeds to secure debt, and other security instruments securing said promissory notes in connection with loans for which QUANTUM has received full payment of all outstanding amounts due on behalf of the Company;
- (5) Endorsing insurance proceeds checks and mortgage payment checks to the order of the Company;
- (6) Any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the loans.

F10-2534


The Company further grants to QUANTUM full power and authority to do and perform all acts necessary for QUANTUM to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the Company might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for, and hereby ratifies and confirms all that QUANTUM shall lawfully do by virtue of the powers and authority granted and contemplated hereby. This Limited Power of Attorney shall remain in full force and effect until December 31, 2013 unless sooner revoked or terminated by the Company.

QUANTUM hereby agrees to indemnify and hold the Company and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with QUANTUM's use of this Limited Power of Attorney in violation of the terms of the Servicing Agreement. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Servicing Agreement.

Authorized signatories for QUANTUM are those individuals designated as necessary by QUANTUM in the ordinary course of its business from time to time. A list of authorized signatories so designated shall be provided to the Company upon request.


Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney, and may be satisfied that this Limited Power of Attorney has not been revoked by the Company.


ARCH BAY HOLDINGS, LLC - SERIES 2010B

By: 
 Name: Timothy J. Gannaway
 Title: Executive Vice President

WITNESSES


 Name: Claudio R. Chavez


 Name: Svetlana Kirsanov

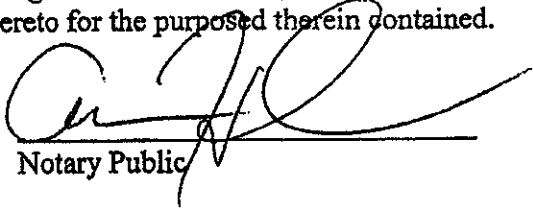

 Name: Khoi Le

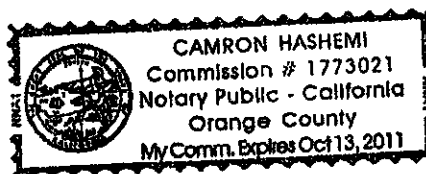
State of California

County of Orange

On this 16th day of July, 2010, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Timothy J. Gannaway personally known to me to be the person who executed the within instrument as Executive Vice President on the behalf of the company therein named, and they duly severally acknowledged that said instrument is the act and deed of said company, and that they, being authorized to do to, executed and delivered said instrument and affixed the corporate seal thereto for the purposes therein contained.

Witness by hand and official seal.


Notary Public



QUANTUM SERVICING CORPORATION

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS

October 5, 2010

Under and in accordance with Section 141(f) of the Delaware General Corporation Law and the bylaws of the Corporation, the undersigned, being all of the directors of Quantum Servicing Corporation, a Delaware corporation (the "Corporation"), do hereby take and consent to the taking of the following actions as of the date above written as though said actions had been taken at a meeting of the board of directors duly called and held, at which a quorum was present and acting throughout:

RESOLVED: That the number of directors constituting the board of directors of the Corporation shall be three (3).

RESOLVED: That the following named individuals be, and they hereby are, authorized to execute and deliver on behalf of the Corporation, documents in the ordinary course of servicing, including but not limited to legally required foreclosure and deed-related documents.

Christine Sahyers – Foreclosure Manager
April Kennedy – Bankruptcy Manager
Douglas Greer – Foreclosure Specialist
John Gonzalez – Foreclosure Specialist
Natalia Moreno – Foreclosure Specialist

RESOLVED: That this consent may be executed in separate counterparts with separate signature pages (telecopied or otherwise), all of which when taken together shall constitute one instrument.

RESOLVED: To direct that this consent be filed with the records of meetings of the directors.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the date set forth above.

A handwritten signature in dark ink, appearing to be "Scott Conradson", written over a horizontal line.

Scott Conradson

A handwritten signature in dark ink, appearing to be "Curtis Rethwisch", written over a horizontal line.

Curtis Rethwisch

A handwritten signature in dark ink, appearing to be "Steven L. Cohen", written over a horizontal line.

Steven L. Cohen

[Signature Page to Quantum Servicing Corporation Board Consent – Election of Officers]